

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

JENNIFER LETOURNEAU AND
BENJAMIN PARKER, a marital community,

Plaintiffs,

vs.

NEUTRON HOLDINGS, INC. d/b/a LIME, a
Delaware Corporation; JOHN and JANE DOE
EMPLOYEE 1-25, husband and wife, a marital
community; and COMPANIES 1-25,
companies doing business in the State of
Washington,

Defendants.

No. 2:24-CV-00463-JHC

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action (the “Litigation”) is likely to involve production of confidential, proprietary, or private information (hereinafter “Confidential Information”) for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use

1 extends only to the limited information or items that are entitled to confidential treatment
2 under the applicable legal principles, and it does not presumptively entitle parties to file
3 Confidential Information under seal.

4 **2. “CONFIDENTIAL” MATERIAL**

5 “Confidential Material” shall include the following documents and tangible things
6 produced or otherwise exchanged, including: Lime proprietary data pertinent to the subject
7 ride and the scooter at issue.
8

9 Confidential Information shall be used and disclosed only in the above-captioned case.
10 No person afforded access to Confidential Information shall use or disclose Confidential
11 Information for the purpose of business or competition or for any purpose other than this
12 Litigation.

13 **3. SCOPE**

14 The protections conferred by this agreement cover not only Confidential Material (as
15 defined above), but also (1) any information copied or extracted from Confidential Material;
16 (2) all copies, excerpts, summaries, or compilations of Confidential Material; and (3) any
17 testimony, conversations, or presentations by parties or their counsel that might reveal
18 Confidential Material.
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20 However, the protections conferred by this agreement do not cover information that is
21 in the public domain or becomes part of the public domain through trial or otherwise.
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1 **4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

2 **4.1 Basic Principles.** A receiving party may use Confidential Material that is
3 disclosed or produced by another party or by a non-party in connection with this case only for
4 prosecuting, defending, or attempting to settle this Litigation. Confidential Material may be
5 disclosed only to the categories of persons and under the conditions described in this
6 agreement. Confidential Material must be stored and maintained by a receiving party at a
7 location and in a secure manner that ensures that access is limited to the persons authorized
8 under this agreement.
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10 **4.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise
11 ordered by the Court or permitted in writing by the designating party, a receiving party may
12 disclose any Confidential Material only to:

13 (a) the receiving party’s counsel of record in this action, as well as employees of
14 counsel to whom it is reasonably necessary to disclose the information for this Litigation;
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16 (b) the officers, directors, and employees (including in house counsel) of the receiving
17 party to whom disclosure is reasonably necessary for this Litigation, unless the parties agree
18 that a particular document or material produced is for Attorney’s Eyes Only and is so
19 designated;

20 (c) experts and consultants to whom disclosure is reasonably necessary for this
21 Litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Ex. A);
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23 (d) the court, court personnel, and court reporters and their staff;

24 (e) copy or imaging services retained by counsel to assist in the duplication of
25 Confidential Material, provided that counsel for the party retaining the copy or imaging
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1 service instructs the service not to disclose any Confidential Material to third parties and to
2 immediately return all originals and copies of any Confidential Material;

3 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
4 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Ex. A),
5 unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed
6 deposition testimony or exhibits to depositions that reveal Confidential Material must be
7 separately bound by the court reporter and may not be disclosed to anyone except as permitted
8 under this agreement;

9
10 (g) the author or recipient of a document containing the information or a custodian or
11 other person who otherwise possessed or knew the information; and

12 (h) mediators or other persons engaged in alternative dispute resolution.

13 **4.3 Filing Confidential Material.** Before filing Confidential Material or
14 discussing or referencing such material in court filings, the filing party shall confer with the
15 designating party, in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the
16 designating party will remove the confidential designation, whether the document can be
17 redacted, or whether a motion to seal or stipulation and proposed order is warranted. During
18 the meet and confer process, the designating party must identify the basis for sealing the
19 specific Confidential Information at issue, and the filing party shall include this basis for
20 sealing the specific Confidential Information at issue, and the filing party shall include this
21 basis in its motion to seal, along with any objection to sealing the information at issue. Local
22 Civil Rule 5(g) sets forth the procedures that must be followed and the standards that will be
23 applied when a party seeks permission from the court to file material under seal. A party who
24 seeks to maintain the confidentiality of its information must satisfy the requirements of Local
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1 Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal. Failure to satisfy this
2 requirement will result in the motion to seal being denied, in accordance with the strong
3 presumption of public access to the Court's files.

4 **5. DESIGNATED PROTECTED MATERIAL**

5 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

6 Each party or non-party that designates information or items for protection under this
7 agreement must take care to limit any such designation to specific material that qualifies
8 under the appropriate standards. The designating party must designate for protection only
9 those parts of material, documents, items, or oral or written communications that qualify, so
10 that other portions of the material, documents, items, or communications for which protection
11 is not warranted are not swept unjustifiably within the ambit of this agreement.
12

13 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
14 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
15 unnecessarily encumber or delay the case development process or to impose unnecessary
16 expenses and burdens on other parties) expose the designating party to sanctions.
17

18 If it comes to a designating party's attention that information or items that it
19 designated for protection do not qualify for protection, the designating party must promptly
20 notify all other parties that it is withdrawing the mistaken designation.
21

22 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this
23 agreement (see, e.g., second paragraph of section 5.2(b) below), or as otherwise stipulated or
24 ordered, disclosure or discovery material that qualifies for protection under this agreement
25 must be clearly so designated before or when the material is disclosed or produced.
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1 (a) Information in documentary form: (e.g., paper or electronic documents and
2 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial
3 proceedings), the designating party must affix the word “CONFIDENTIAL” to each page that
4 contains Confidential Material. If only a portion or portions of the material on a page qualifies
5 for protection, the producing party also must clearly identify the protected portion(s) (e.g., by
6 making appropriate markings in the margins).
7

8 (b) Testimony given in deposition or in other pretrial proceedings: the parties
9 and any participating non-parties must identify on the record, during the deposition or other
10 pretrial proceeding, all protected testimony, without prejudice to their right to so designate
11 other testimony after reviewing the transcript. Any party or non-party may, within fifteen days
12 after receiving the transcript of the deposition or other pretrial proceeding, designate portions
13 of the transcript, or exhibits thereto, as confidential. If a party or non-party desires to protect
14 Confidential Information at trial, the issue should be addressed during the pre-trial
15 conference.
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17 (c) Other tangible items: the producing party must affix in a prominent place
18 on the exterior of the container or containers in which the information or item is stored the
19 word “CONFIDENTIAL.” If only a portion or portions of the information or item warrant
20 protection, the producing party, to the extent practicable, shall identify the protected
21 portion(s).
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23 **5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent failure
24 to designate qualified information or items does not, standing alone, waive the designating
25 party’s right to secure protection under this agreement for such material. Upon timely
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1 correction of a designation, the receiving party must make reasonable efforts to ensure that
2 the material is treated in accordance with the provisions of this agreement.

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 **6.1 Timing of Challenges.** Any party or non-party may challenge a designation of
5 confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality
6 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
7 burdens, or a significant disruption or delay of the Litigation, a party does not waive its right
8 to challenge a confidentiality designation by electing not to mount a challenge promptly after
9 the original designation is disclosed.
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11 **6.2 Meet and Confer.** The parties must make every attempt to resolve any dispute
12 regarding confidential designations without court involvement. Any motion regarding
13 confidential designations or for a protective order must include a certification, in the motion
14 or in a declaration or affidavit, that the movant has engaged in a good faith meet and confer
15 conference with other affected parties in an effort to resolve the dispute without court action.
16 The certification must list the date, manner, and participants to the conference. A good faith
17 effort to confer requires a face-to-face meeting or a telephone conference.
18

19 **6.3 Judicial Intervention.** If the parties cannot resolve a challenge without court
20 intervention, the designating party may file and serve a motion to retain confidentiality under
21 Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden
22 of persuasion in any such motion shall be on the designating party. Frivolous challenges, and
23 those made for an improper purpose (e.g., to harass or impose unnecessary expenses and
24 burdens on other parties) may expose the challenging party to sanctions. All parties shall
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1 continue to maintain the material in question as confidential until the court rules on the
2 challenge.

3 **7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
4 **OTHER LITIGATION**
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6 If a party is served with a subpoena or a court order issued in other litigation that
7 compels disclosure of any information or items designated in this action as
8 “CONFIDENTIAL,” that party must:

9 (a) promptly notify the designating party in writing and include a copy of the
10 subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order to issue in
12 the other litigation that some or all of the material covered by the subpoena or order is subject
13 to this agreement. Such notification shall include a copy of this agreement; and
14

15 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
16 designating party whose Confidential Material may be affected.

17 **8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

18 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
19 Confidential Material to any person or in any circumstance not authorized under this
20 agreement, the receiving party must immediately (a) notify in writing the designating party of
21 the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
22 protected material, (c) inform the person or persons to whom unauthorized disclosures were
23 made of all the terms of this agreement, and (d) request that such person or persons execute
24 the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Ex. A.
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9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a producing party gives notice to receiving parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order or agreement that provides for production without prior privilege review. The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

10. NON TERMINATION AND RETURN OF DOCUMENTS

Within 60 days after the termination of this action, including all appeals, each receiving party must return all Confidential Material to the producing party, including all copies, extracts and summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction. The confidentiality obligations imposed by this agreement shall remain in effect until a designating party agrees otherwise in writing or a court orders otherwise.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: _____

Sok-Khieng K. Lim, WSBA #30607
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slim@rhhk.com
Attorneys for Plaintiffs

¹ Dates and signatures are included on the stipulation filed at Dkt. # 13.

1
2
3
4 Dated: _____
5 Cody J. Colwell, WSBA #41540
6 Chou Colwell PS
7 11900 NE 1st Street, Suite 300
8 Bellevue, WA 98005-3049
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10 cody@choucolwell.com
11 Attorneys for Plaintiffs

12 Dated: _____
13 Dylan E. Jackson, WSBA# 29220
14 Jeff M. Sbaih, WSBA# 51551
15 Kyle W.N. Barry, WSBA #58739 *Admission pending*
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19 206-623-4100 T | 206-623-9273 F
20 jackson@wscd.com | sbaih@wscd.com
21 barry@wscd.com
22 Attorneys for Defendant Neutron Holdings, Inc.
23 dba Lime
24
25
26

PURSUANT TO STIPULATION at Dkt. # 13, IT IS SO ORDERED. Also, the Court STRIKES as moot the motion at Dkt. # 10.

IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any documents, electronically stored information (ESI) or information, whether inadvertent or otherwise, in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law. This Order shall be interpreted to provide the maximum protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply. Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review of documents, ESI or information (including metadata) for relevance, responsiveness and/or segregation of privileged and/or protected information before production. Information produced in discovery that is protected as privileged or work product shall be immediately returned to the producing party.

DATED: May 22, 2024.



John H. Chun
United States District Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated Protective
Order that was issued by the United States District Court for the Western District of
Washington on [date] in the case of _____ **[insert formal name of the case
and the number and initials assigned to it by the court]**. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and acknowledge
that failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information or item
that is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Western District of Washington for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____